

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

RUMPKE OF OHIO, INC.
3990 Generation Drive
Cincinnati, Ohio 45251,
Plaintiff,
-v-
ISB GLOBAL LIMITED
7 Canute House, Durham Wharf Drive
Brentford London
TW8 8HP
United Kingdom,
Defendant.

Case No. 1:25-cv-127
Judge _____
COMPLAINT AND JURY DEMAND

Plaintiff Rumpke of Ohio, Inc. (“Rumpke”), for its Complaint against ISB Global Limited (“ISB”), alleges as follows:

1. This is a breach of contract case. Rumpke and ISB entered into a September 30, 2018 Master Services Agreement (MSA) (“September 30, 2018 MSA”) and related 36 Statements of Work (SOWs) for ISB to implement its Waste and Recycling One (“WR1”) software that ISB represented would integrate all elements of Rumpke’s waste and recycling business – sales, acquisitions, service, routing, logistics, sales and landfill operations, and data analytics into a single software solution. ISB represented it could implement WR1 in two years for approximately \$3 million. ISB has breached its obligations under the September 30, 2018 MSA and related 36 SOWs by never being able to implement WR1 for Rumpke, despite Rumpke spending millions of dollars with ISB over the last six years, and Rumpke spending additional millions of dollars to support WR1’s development and implementation. Accordingly, Rumpke has been damaged by

ISB's breach and seeks damages caused by ISB's breach of the September 30, 2018 MSA and related 36 SOWs.

The Parties

2. Rumpke is a company registered in the State of Ohio whose registered office was at 10795 Hughes Road, Cincinnati, Ohio, 45251 in 2018 and is now at 3990 Generation Drive, Cincinnati, Ohio, 45251. Rumpke generally is a family owned and operated business, headquartered in Colerain Township with over 4,000 employees, that provides safe and reliable waste and recycling solutions for millions of customers in Ohio, Kentucky, Indiana, Illinois, and West Virginia.

3. ISB is a private company incorporated in the UK, with company registration number GB03768468 and whose registered office is at 7 Canute House, Durham Wharf Drive, Brentford, TW8 8HP, London, United Kingdom. ISB also has a corporate office at 9 The Green Suite B, Dover, Delaware 19901.

4. ISB is not licensed to do business in Ohio despite doing business in Ohio as alleged herein.

Jurisdiction and Venue

5. The Court has original diversity jurisdiction over the subject matter of this controversy pursuant to 28 U.S.C. §1332(a)(2) as Rumpke and ISB are "citizens of a State and citizens or subjects of a foreign state," and the amount in controversy is in excess of \$75,000, exclusive of interest and costs.

6. This Court has personal jurisdiction over ISB based on ISB entering into an ongoing business relationship with Rumpke, an Ohio corporation, pursuant to Ohio Rev. Code Ann. § 2307.382(A)(1) ("A Court may exercise personal jurisdiction over a person who acts directly or

by an agent, as to a cause of action arising from the person's: (1) Transacting any business in the state....").

7. Venue is proper in this Court because a substantial part of the events or omissions giving rise to the claim occurred in this District. 28 U.S.C. §1391(b)(2). The September 30, 2018 MSA and related 36 SOWs were generally executed by Rumpke at its Colerain Township headquarters and ISB regularly met with Rumpke at its Colerain Township headquarters and regularly spent time with Rumpke employees in Southwest Ohio.

8. The Court also has jurisdiction, and venue is appropriate, because the September 30, 2018 MSA contains a provision that "each party agrees to submit to the exclusive jurisdiction of the courts of State of Ohio, United States." *September 30 2018 MSA at ¶24.9.*

ISB's Waste and Recycling One (WR1) Software Solution

9. ISB markets a software solution called WR1. ISB represents that WR1 is a software solution that "standardises, integrates, simplifies, and automates all your waste and recycling processes, to create efficiencies throughout the business." <https://www.isb-global.com/waste-recycling-one/> (last visited March 3, 2025).

10. ISB represents WR1 is a "single, integrated solution on a world leading tech stack" and that WR1 will allow the user to "have instant control and complete visibility across your entire waste management and recycling operations." <https://www.isb-global.com/waste-recycling-one/> (last visited March 3, 2025).

11. ISB represents that WR1 provided integration and functional application groups specifically designed for the waste and recycling industry, including Buying & Selling; Service Planning; Transport & Logistics; Site & Recycling Operations; Financial Control & Governance;

and Data & Analytics. <https://www.isb-global.com/waste-recycling-one/> (last visited March 3, 2025).

12. ISB represents that “WR1 brings together all buying and selling activities, including CRM, SRM, Enquiries and Quoting. This means a very efficient and effective management of the Customer & Supplier acquisition process as well as their ongoing management, in a full or partially self-service way. This all leads to a seamless operational process right through to billing with the reassurance that nothing is getting dropped or missed.” <https://www.isb-global.com/waste-recycling-one/> (last visited March 3, 2025).

13. ISB represents that several European waste and recycling companies use WR1.

14. Upon information and belief, no US-based waste and recycling company currently uses WR1 or has used WR1.

Rumpke’s RFP Process and ISB’s Response

15. Rumpke issued an RFP in April 2017 looking for an integrated IT solution to address Rumpke’s current and future financial, customer service, sales, maintenance and operation’s needs.

16. ISB was one of five companies that responded to the RFP and ISB recommended WR1 to Rumpke, an existing software solution that ISB represented could be implemented with SAP S4HANA at Rumpke within two years.

17. Based on ISB’s response to the RFP, ISB’s WR1 demo during the RFP process, and ISB’s representations made during the RFP process in writing and at Rumpke’s offices, Rumpke chose ISB and WR1.

The September 30, 2018 MSA and 36 SOWs

18. The parties entered into the September 30, 2018 MSA and Statement of Work No.

ISB001.¹

19. Pursuant to the September 30, 2018 MSA, ISB agreed to implement software solutions (WR1) and provide consultancy services to Rumpke, including development, installation, testing, maintenance and support services to Rumpke consistent with the Statement of Work attached to the September 30, 2018 MSA and future Statements of Work.

20. The Services Description in Appendix 1 to SOW No. ISB001 specifically provides:

Rumpke is interested in driving efficiencies in the current business through the innovative use of information technology on an IT platform that scales and meets current and future requirements. In addition, Rumpke has a stated objective to leverage the ISB-Global solution and SAP S4/HANA platform as part of this transformation.

It is critical that Rumpke's organization have some clarity across all aspects of their business, enabling real time processing and analytics while providing increased insight and flexibility. Leadership, employees, partners and suppliers need access to information and effective processes to deliver results and drive profitability. Equally important, the IT infrastructure must be able to handle current demands and scale to meet future needs, as the business continues to grow.

SOW No. ISB001 at Appendix 1 (p. 4).

21. The "SAP/ISB Global Project" covered by the September 30, 2018 MSA and SOW No. ISB001 had two key project phases broken into 5 stages; stage 1 of the SAP/ISB Project focused on "using the ISB Global WR1 Core and WR1 Extensions, and integrating this to SAP S/4 Hana. *SOW No. ISB001 at Appendix 1 (p. 4).* Stage 1 was identified as "the critical stage of the project" and ISB acknowledged that "we want a fully integrated end to end solution" and that

¹ The September 30, 2018 MSA contains a confidentiality provision. September 30, 2018 MSA at ¶12. Out of an abundance of caution, and while Rumpke does not believe that the confidentiality provision applies to September 30, 2018 MSA itself, or the 36 SOWs, Rumpke is not attaching a copy of the September 30, 2018 Agreement at this time and will provide a copy to the Court either under seal or with an Amended Complaint.

this stage “require[s] our industry knowledge, experience, and leadership.” *SOW No. ISB001 at Appendix 1 (p. 5).*

22. The project plan allocated two go-live phases: “Firstly, the SAP S4 ERP go live together with Maintenance (Phase 1) and secondly the WR1/SmartWorld Operational go-live (Phase 2).” *SOW No. ISB001 at Appendix 2 (p. 11).*

23. Importantly, SOW No. ISB001 specifically provides:

ISB have successfully engaged with Rumpke based on our industry expertise and integrated industry solution. All the functional components needed for Rumpke have been successfully presented, demonstrated and workshopped over the past 12mths (sic). This was made up principally of platforms, SAP Business One (Covering SAP and WR1) and OutSystems (covering the SmartWorld APPs), all hosted on AWS (Amazon Webservices).

ISB had to change approach during the engagement as it became apparent that the underlying ERP solution – SAP Business One solution, *figure 1*, was not going to scale adequately for the future growth of the business. We therefore introduced S4Hana, which was also successfully presented. The new high level solution overview in *figure 2*.

To accommodate this change, ISB has committed to refactoring the solution from SAP Business One to SAP S4Hana. Principally this means reusing the current SmartWorld Apps, defined in *figure 2* as “WR-1 Extensions” and refactoring WR1 from a .net platform to the Outsystems platform, defined in *figure 2* as “WR1-Core.”

SOW No. ISB001 at Appendix 4 (p. 17 and 17-19).

24. ISB represented to Rumpke that it could integrate all of Rumpke’s various software programs – sales, acquisitions, service, routing, logistics, sales and landfill operations, and data analytics – into a single WR1 software solution.

25. For the past 6+ years, ISB wholly failed to do so.

ISB Breaches the September 30, 2018 MSA, Causing Damage to Rumpke

26. The SAP S4 ERP go live phase successfully went live in January of 2020.

27. The second go live phase, the WR1/SmartWorld Operational phase, has never “gone live.”

28. ISB has never been able to re-factor its WR1 software solution to work with SAP S4Hana.

29. ISB has never been able to implement its WR1 software solution at Rumpke for actual use by Rumpke.

30. ISB’s WR1 software solution failed in development, testing and implementation and has never “gone live” at Rumpke.

31. ISB’s “Deliverables” and “Development Services” for WR1, as defined in the September 30, 2018 MSA, contain “Defect[s]”, as defined in the September 30, 2018 MSA (“[A] failure of the Modules or Deliverables to substantially perform the business purpose(s) for which it is designed, or a material non conformity or Deliverable with the Functional Specification.”).

32. ISB’s WR1 software solutions, “Deliverables,” and “Development Services” never worked for actual use by Rumpke and they never achieved “Achieve Acceptance,” as that term is defined in the September 30, 2018 MSA (“[A] Deliverable achieving all the acceptance criteria for that Deliverable agreed between the Customer and Supplier under a Statement of Work.”).

33. ISB has failed to deliver business functionality and real-time processing with increased insight and flexibility as required by the September 30, 2018 MSA and 36 SOWs.

34. The parties have spent 6+ years in development, testing, and collaboration, but WR1 has never actually worked in the Rumpke S4Hana environment.

35. Rumpke has regularly and consistently expressed its frustration and dissatisfaction with ISB and WR1.

36. Rumpke has spent thousands of hours in Project Management meetings, Performance Executive Meetings, and other meetings and calls, including multiple failed efforts to test WR1 – but WR1 has never worked properly.

37. Rumpke provided Notice to ISB on December 27, 2024, to terminate the September 30, 2018 MSA and all SOWs, pursuant to Section 17.2 of the September 30, 2018 MSA, based upon ISB's material breaches and failure to remedy the material breaches within 30 days. Those breaches include, but are not limited to: (a) ISB's failure to deliver a working WR1 software solution that works in a live environment with Rumpke's SAP S4/HANA platform; (b) ISB's failure to provide Work Order Processing with WR1 that can run in Rumpke's live environment; (c) ISB's failure to provide Acquisition Upload with WR1 that can run in Rumpke's live environment; and (d) ISB's failure to provide Mass Price Increase Residential/Commercial functionality with WR1 that can run in Rumpke's live environment.²

38. Rumpke has been damaged by ISB's breaches of the September 30, 2018 MSA and each of the 36 SOWs. Rumpke has spent millions of dollars under the September 30, 2018 MSA and 36 SOWs and does not have a functioning, viable WR1 software solution that can run in Rumpke's live environment. Rumpke has had teams of people spend thousands of hours on this project to the exclusion of other work.³

² Because of the confidentiality provision outlined above, and because of the detailed nature of the December 17, 2024 Correspondence and related correspondence, Rumpke is not attaching a copy of the various correspondence at this time and will provide a copy to the Court either under seal or with an Amended Complaint.

³ ISB refused to participate in dispute resolution pursuant to paragraph 23 of the September 30, 2018 MSA, waiving that prerequisite to filing; furthermore, paragraph 23.6 provides that nothing contained in this clause "shall restrict a party's freedom to commence legal proceedings to preserve any legal right or remedy."

COUNT I:
BREACH OF CONTRACT

39. Rumpke repeats and realleges Paragraphs 1 through 38 as if fully set forth herein.

40. The Parties entered into the September 30, 2018 MSA and 36 SOWs.

41. As outlined above, ISB breached its contractual obligations under the September 30, 2018 MSA and 36 SOWs, and the breaches are material.

42. ISB made material misrepresentations regarding the functionality and compatibility of WR1, and Rumpke did not know the true nature of the material misrepresentations.

43. Rumpke has not breached any portion of the September 30, 2018 MSA and 36 SOWs.

44. As outlined above, Rumpke has been damaged by ISB's breaches of the September 30, 2018 MSA and 36 SOWs.

PRAYER FOR RELIEF

WHEREFORE, Rumpke respectfully demands that the Court enter judgment for Rumpke and against ISB for its damages resulting from ISB's breach of the September 30, 2018 MSA and 36 SOWs, which damages exceed \$75,000, with interest and with all such other relief as the Court may deem just, proper, and appropriate.

REQUEST FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Rumpke hereby demands a trial by jury.

March 3, 2025

Respectfully submitted,

s/ Gregory M. Utter

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